

CITY OF LINCOLN
LANCASTER COUNTY
**PUBLIC BUILDING
COMMISSION**

PURCHASING DEPT.

Phone: (402) 441-7410
FAX: (402) 441-6513

**IT IS THE VENDOR'S RESPONSIBILITY TO
CHECK FOR ADDENDA PRIOR TO SUBMITTING PROPOSALS**

**NOTICE TO BIDDERS
SPECIFICATION NO. #04-062**

Lincoln-Lancaster County Public Building Commission intends to purchase and invites you to submit a sealed bid for:

**INSTALLATION OF TRAFFIC SIGN STRUCTURES
AT THE COUNTY/CITY PARKING GARAGE**
(Located approx. 9th to 10th at K to L Streets)

MEETING OR EXCEEDING BUILDING COMMISSION'S SPECIFICATIONS

Sealed bids will be received by Lincoln-Lancaster County Public Building Commission on or before **12:00 noon Wednesday, March 10th, 2004** in the office of the Purchasing Agent, **Suite 200, "K" Street Complex (SW Wing), located at 440 So. 8th Street, Lincoln, Nebraska 68508**. Bids will be publicly opened and read at the **"K" Street Complex**.

Bidders should take caution if U.S. mail or mail delivery services are used for the submission of bids. Mailing should be made in sufficient time for bids to arrive in the Purchasing Division, prior to the time and date specified above. Late bids will not be considered.

COMMISSION MEMBERS

Larry Hudkins * Bob Workman * Jonathan Cook * Jon Camp * Linda Wilson

Don Killeen, Administrator

920 "O" Street, Suite 203, Lincoln, NE 68508

SEALED BID SPECIFICATION NO. 04-062

BID OPENING TIME: 12:00 NOON
DATE: Wednesday, March 10, 2004

ADDENDA RECEIPT: The receipt of the addenda to the specification number ____ through ____ is hereby acknowledged. Failure of any bidder to receive any addenda or interpretation shall not relieve the bidder from obligations specified in the bid request. All addenda shall become part of the final contract document.

The undersigned submitter, having full knowledge of the requirements of Building Commission for the listed project, the Contract Documents and all other terms and conditions of the request, agrees to provide the labor, certificate of insurance, unemployment compensation, performance and payment bonds, materials and equipment in strict accordance with the plans and specifications as prepared by the Commission for the consideration of the amount set forth in the following price schedule:

CITY/CO. PARKING GARAGE TRAFFIC SIGN STRUCTURES BIDDING SCHEDULE

**Total Lump Sum Offer to complete the work
as detailed in these specifications & plans:** \$ _____

Written: _____

Bond Requirements: X **Yes**, in the amount of 5% of the total lump sum offer

**NOTE: RETURN 2 COMPLETE COPIES OF BID OFFER AND SUPPORTING MATERIAL.
MARK OUTSIDE OF BID ENVELOPE AS FOLLOWS: SEALED BID FOR SPEC. NO. 04-062**

The undersigned signatory of the bidder represents and warrants that he has full and complete authority to submit this offer to Building Commission, and to enter into a contract if this offer is accepted.

COMPANY NAME

BY (Signature)

STREET ADDRESS or P.O. BOX

(Print Name)

CITY, STATE ZIP CODE

(Title)

TELEPHONE NO.

(Date)

FAX NO.

EMPLOYER'S FEDERAL I.D. NO.
OR SOCIAL SECURITY NUMBER

Email: _____

BIDS MAY BE INSPECTED IN THE PURCHASING OFFICES DURING NORMAL BUSINESS HOURS, AFTER TABULATION. IF YOU DESIRE A COPY OF THE BID TABULATION TO BE MAILED TO YOU, YOU MUST ENCLOSE A SELF-ADDRESSED STAMPED ENVELOPE WITH YOUR BID.

INSTRUCTIONS TO BIDDERS
LINCOLN-LANCASTER COUNTY PUBLIC BUILDING COMMISSION
PURCHASING DIVISION

1. BIDDING PROCEDURE

- 1.1 Bidder shall submit two (2) complete sets of the bid documents and all supporting material. All appropriate blanks shall be completed. Any interlineation, alteration or erasure on the specification document shall be initialed by the signer of the bid. Bidder shall not change proposal form nor make additional stipulations on the specification document. Any amplified or qualifying information shall be on the bidder's letterhead and firmly attached to the specification document.
- 1.2 Bid prices shall be submitted on the Proposal Form included in the bid document and in a sealed envelope with the bid number and/or description clearly marked on the outside of the envelope.
- 1.3 Each bid must be legibly printed in ink or by typewriter, include the full name, business address, and telephone number of the bidder; and be signed in ink by bidder.
- 1.4 A bid by a firm or organization other than a corporation must include the name and address of each member.
- 1.5 A bid by a corporation must be signed in the name of such corporation by a duly authorized official thereof.
- 1.6 Any person signing a bid for a firm, corporation, or other organization must show evidence of his authority so to bind such firm, corporation, or organization.
- 1.7 Bids received after the time and date established for receiving bids will be rejected.

2. BIDDER'S SECURITY

- 2.1 Bid security, as a guarantee of good faith, in the form of a certified check, cashier's check, or bidder's bond, may be required to be submitted with this bid document, as indicated on the bidders schedule.
- 2.2 If alternate bids are submitted, only one bid security will be required, provided the bid security is based on the amount of the highest gross bid.
- 2.3 Such bid security will be returned to the unsuccessful bidders when the award of bid is made.
- 2.4 Bid security will be returned to the successful bidder(s) as follows:
 - 2.4.1 For single order bids with specified quantities; upon the delivery of all equipment or merchandise, and upon final acceptance by the Commission.
 - 2.4.2 For all other contracts; upon approval by the City of the executed contract and bonds.
- 2.5 City shall have the right to retain the bid security of bidders to whom an award is being considered until either:
 - 2.5.1 A contract has been executed and bonds have been furnished.
 - 2.5.2 The specified time has elapsed so that the bids may be withdrawn.

- 2.5.3 All bids have been rejected.
- 2.6 Bid security will be forfeited to the Commission as full liquidated damages, but not as a penalty, for any of the following reasons, as pertains to the specification documents.
 - 2.6.1 If the bidder fails to deliver the equipment or merchandise in full compliance with the accepted proposal and specifications.
 - 2.6.2 If the bidder fails or refuses to enter into a contract on forms provided by the City, and/or if the bidder fails to provide sufficient bonds or insurance within the time period as established in this specification document.

3. EQUAL OPPORTUNITY

- 3.1 Each bidder agrees that it shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, disability, national origin, age, or marital status. In the employment of persons, bidder shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to race, color, religion, sex, disability, national origin, age, or marital status.

4. DATA PRIVACY

- 4.1 Bidder agrees to abide by all applicable State and Federal laws and regulations concerning the handling and disclosure of private and confidential information concerning individuals and corporations as to inventions, copyrights, patents and patent rights.
- 4.2 The bidder agrees to hold the Commission harmless from any claims resulting from the bidder's unlawful disclosure or use of private or confidential information.

5. BIDDER'S REPRESENTATION

- 5.1 Signing and submitting a bid, represents that the bidder has read and understands the specification documents, and the bid has been made in accordance therewith.
- 5.2 Each bidder for services further represents the bidder is familiar with the local conditions under which the work is to be done and has correlated the observations with the requirements of the bid documents.

6. INDEPENDENT PRICE DETERMINATION

- 6.1 By signing and submitting this bid, the bidder certifies that prices in the bid have been arrived at independently, without consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor; unless otherwise required by law, the prices

which have been quoted in this bid have not been knowingly disclosed by the bidder prior to bid opening directly or indirectly to any other bidder or competitor; no attempt has been made, or will be made, by the bidder to induce any person or firm to submit, or not to submit, a bid for the purpose of restricting competition.

7. CLARIFICATION OF SPECIFICATION

- 7.1 Bidders shall promptly notify the Purchasing Agent of any ambiguity, inconsistency or error discovered upon examination of the specification documents.
- 7.2 Bidders desiring clarification or interpretation of the specification documents shall make a written request which must reach the Purchasing Agent at least seven (7) calendar days prior to date and time for bid receipt.
- 7.3 Interpretations, corrections and changes made to the specification documents will be by written addenda.
- 7.4 Oral interpretations or changes to the Specification Documents made in any other manner, will not be binding on the Building Commission; and bidders shall not rely upon such interpretations or changes.

8. ADDENDA

- 8.1 Addenda are written instruments issued by the Building Commission prior to the date for receipt of bids which modify or interpret the specification document by addition, deletion, clarification or correction.
- 8.2 Addenda will be mailed or delivered to all who are known by the Building Commission to have received a complete set of specification documents.
- 8.3 Copies of addenda will be made available for inspection at the office of the Purchasing Agent.
- 8.4 No addendum will be issued later than forty-eight (48) hours prior to date and time for receipt of bids, except an addendum withdrawing the invitation to bid, or an addendum which includes postponement of the bid.
- 8.5 Bidders shall ascertain prior to submitting their bid that they have received all addenda issued, and they shall acknowledge receipt of addenda on the proposal form.

9. ANTI-LOBBYING PROVISION

- 9.1 During the period between the bid close date and the contract award, bidders, including their agents and representatives, shall not directly discuss or promote their bid with any member of the Building Commission or Building Commission Staff except in the course of City-sponsored inquiries, briefings, interviews, or presentations, unless requested by the Building Commission.

10. BRAND NAMES

- 10.1 Wherever in the specification/proposal form brand name, manufacturer, trade name, or catalog numbers are specified, it is for the purpose of establishing a grade or quality of

material only; the term "or equal" is deemed to follow.

- 10.2 It is the bidder's responsibility to identify any alternate items offered in the bid, and prove to the satisfaction of the Building Commission that said item is equal to, or better than, the product specified.
- 10.3 Bids for alternate items shall be stated in the appropriate blank on the proposal form, or if the proposal form does not contain blanks for alternates, bidder MUST attach to the specification documents on Company letterhead a statement identifying the manufacturer and brand name of each proposed alternate, plus a complete description of the alternate items including illustrations, performance test data and any other information necessary for an evaluation. The bidder must indicate any variances by item number from the specification document no matter how slight. Bidder must fully explain the variances since brochure information may not be sufficient.
- 10.4 If variations are not stated in the proposal, it will be assumed that the item being bid fully complies with the Building Commission's specifications.

11. DELIVERY

- 11.1 Each bidder shall state on the proposal form the date of delivery for all equipment/merchandise. *Time required for delivery is made an essential element of the bid.*
- 11.2 The Building Commission reserves the right to cancel orders, or any part thereof, without obligation, if delivery is not made within the time(s) specified on the proposal form.
- 11.3 All bids shall be based upon delivery of the equipment or merchandise F.O.B. the Building Commission at the location specified by the Building Commission, with all transportation charges paid.

12. WARRANTIES, GUARANTEES AND MAINTENANCE

- 12.1 Copies of the following documents must accompany the bid proposal for all items being bid:
 - 1. Manufacturer's warranties and/or guarantees.
 - 2. Bidder's maintenance policies and associated costs.
- 12.2 The Commission requires a minimum guarantee in writing from bidders that any defective components discovered within a one (1) year period after the date of acceptance shall be replaced at no expense to the Building Commission. Replacement parts of defective components shall be shipped at no cost to the Building Commission. Shipping costs for defective parts required to be returned to the bidder shall be paid by the bidder.

13. ACCEPTANCE OF MATERIAL

- 13.1 All components used in the manufacture or construction of materials, supplies and equipment, and all finished materials, shall be new, the latest make/model, of the best quality, and the highest grade workmanship.

13.2 Material delivered under this proposal shall remain the property of the bidder until:

1. Physical inspection and actual usage of this material is made and found to be acceptable to the Building Commission; and
2. Material is determined to be in full compliance with the specifications and accepted proposal.

13.3 In the event the delivered material is found to be defective or does not conform to the specification documents and accepted proposal, then the Building Commission reserves the right to cancel the order upon written notice to the bidder and return materials to the bidder at bidder's expense.

14. BID EVALUATION AND AWARD

- 14.1 The signed bid proposal shall be considered an offer on the part of the bidder. Such offer shall be deemed accepted upon issuance by the Building Commission of purchase orders, contract award notifications, or other contract documents appropriate to the work.
- 14.2 No bid shall be modified or withdrawn for a period of sixty (60) calendar days after time and date established for receiving bids, and each bidder so agrees in submitting the bid.
- 14.3 In case of a discrepancy between the unit prices and their extensions, the unit prices shall govern.
- 14.4 Bid award will be to the lowest responsive, responsible bidder whose proposal will be most advantageous to the Building Commission, and as the Building Commission deem will best serve their requirements.
- 14.5 The Building Commission reserves the right to accept or reject any or all bids, or parts of bids; to request rebids; to waive irregularities and technicalities in bids; or to award the bid on a split-order basis, or lump-sum basis; such as shall best serve the requirements and interests of the Building Commission.

15. INDEMNIFICATION

- 15.1 The bidder shall indemnify and hold harmless the Building Commission, its members, its officers and employees from and against all claims, damages, losses, and expenses, including, but not limited to attorney's fees arising out of or resulting from the performance of the contract, provided that any such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property other than goods, materials and equipment furnished under this contract) including the loss of use resulting therefrom; is caused in whole or part by any negligent act or omission of the bidder, any subcontractor, or anyone directly or indirectly employed by any one of them or anyone for whose acts made by any of them may be liable, regardless of whether or not it is caused by a party indemnified hereunder.

15.2 In any and all claims against the Building Commission or its members, officers/employees by an employee of the bidder, subcontractor, anyone directly or indirectly employed by any of them or by anyone for whose acts made by any of them may be liable, the indemnification obligation under paragraph 15.1 shall not be limited in any way by any limitation of the amount or type of damages, compensation or benefits payable by/ for the bidder or any subcontractor under worker's or workmen's compensation acts, disability benefit acts or other employee benefit acts.

16. TERMS OF PAYMENT

- 16.1 Unless otherwise stated, payment in full will be made by the Commission within thirty (30) calendar days after all labor has been performed and all equipment or other merchandise has been delivered, and all such labor and equipment and other materials have met specifications.

17. LAWS

- 17.1 The Laws of the State of Nebraska shall govern the rights, obligations, and remedies of the Parties under this proposal and any agreement reached as a result of this process.

**SPECIAL PROVISIONS
FOR
CONSTRUCTION CONTRACTS
PURCHASING DIVISION
BUILDING COMMISSION, NEBRASKA**

under the provisions of Section 48-601 through 48-669,

1. CONTRACT DOCUMENTS

- 1.1 Copies of the plans, specification and contract documents may be obtained at the office of the Purchasing Agent.
- 1.2 Bidders are required to examine the same, and satisfy themselves that all requirements are fully understood.

2. PROJECT MANAGER

- 2.1 The definition of "Project Manager" as used in this Specification Document shall mean the Public Building Commission Administrator or by or through that person's duly authorized assistants.

3. SITE VISITATION

- 3.1 Bidders shall inform themselves of the conditions under which the work is to be performed, concerning the site of work, the structures, obstacles which may be encountered and all other relevant matters concerning the work to be performed.
- 3.2 The contractor will not be allowed any extra compensation by reason of any matter or thing concerning which he might fully have informed himself prior to bidding.
- 3.3 Bidders shall contact the Project Manager at Don Killeen, 402-441-7356 to arrange such site inspection.

4. ESCALATOR CLAUSE

- 4.1 An escalator clause or any qualification of price conditions which makes it possible to bill at a price higher than price quoted will disqualify the bid, unless such maximum billing price or percentage of increase is definitely shown on the Proposal, in which case such higher price will be used for comparison of bids.

5. CONTRACT, BONDS AND INSURANCE

- 5.1 Within fourteen (14) calendar days after the award of bid, the successful bidder must execute a written contract between the bidder and the County, which contract will incorporate the County's specification documents, and be on contract forms provided by the County.
- 5.2 Also within such period, the successful bidder must furnish construction bonds, in a sum not less than the contract price executed by the bidder and by a corporate surety company authorized to transact business in the State of Nebraska. See sample bonds & commentary, attached.
- 5.3 Within such period, the successful bidder must furnish evidence of insurance in accordance with the attached "Insurance Clause to be Used for All County Contracts".

6. UNEMPLOYMENT COMPENSATION FUND

- 6.1 The contractor and his subcontractors must pay to the Unemployment Compensation Fund of the State of Nebraska, unemployment contributions and interest due

Nebraska Reissue revised Statutes for 1943, on wages paid to individuals employed in the performance of the contract.

7. HEALTH AND SAFETY REGULATIONS

- 7.1 The contractor and his subcontractors shall in all respects comply with the terms and provisions of Sections 48-425 through 48-435, Nebraska Reissue Revised statutes of 1943, generally pertaining but not limited to scaffolding and flooring, and shall perform fully on behalf of the County such requirements as said sections may impose upon the County.
- 7.2 The Contractor and his subcontractors shall likewise comply and perform with respect to any and all other applicable health and safety regulations.

8. DELAYS

- 8.1 With written permission of the Project Manager, the completion date may be extended if unsuitable weather or any force majeure should halt progress during the construction period.

9. CLEAN UP

- 9.1 The Contractor shall be responsible for keeping the premises free of waste materials or rubbish resulting from his operations or the operations of his subcontractors.
- 9.2 The Contractor shall remove equipment, scaffolding and surplus materials from the premises when the need for keeping them on the job no longer exists.

10. INSPECTIONS

- 10.1 Inspections in general will be conducted by Project Manager.
- 10.2 The contractor shall be responsible for contacting City Building and Safety Department for inspections required by City Codes for this type of public improvement.

11. ACCESS AND PARKING

- 11.1 The Contractor shall park all vehicles in an area as designated by the Project Manager during construction.
- 11.2 Access to the construction site shall be gained as directed by the Project Manager.

12. PERMITS, FEES AND NOTICES

- 12.1 Contractors shall secure all permits, licenses and certificates of inspections and occupancy that may be required by the City of Lincoln.
- 12.2 Contractor will be required to pay for said permits, licenses and certificates for this project: [X] **YES** [] **NO**.

13. ERRORS AND OMISSIONS

- 13.1 If any errors or omissions are found in the drawings or specifications or other documents during construction, the Contractor shall notify the Project Manager of such error or omission, and request clarification before proceeding with the work.

14. TEMPORARY UTILITIES

- 14.1 The contractor shall be responsible for securing and setting up all needed temporary utilities.

15. PRE-CONSTRUCTION CONFERENCES

- 15.1 Prior to starting any work, the contractor shall meet with the Project Manager for clarification of construction procedures and work to be accomplished.
- 15.2 At this time the contractor shall present his planned work schedule together with estimated completion date.

16. PROGRESS SCHEDULE

- 16.1 The Contractor, immediately after being awarded the contract, shall prepare and submit for the Project Manager's approval an estimated progress schedule for the work.
- 16.2 The progress schedule shall be related to the entire project to the extent required by the Contract Documents.
- 16.3 This schedule shall indicate the dates for the starting and completion of the various states of construction and shall be revised as required by the conditions of the work, subject to the Project Manager's approval.

17. GUARANTEE

- 17.1 As a minimum requirement of the County, the contractor shall guarantee all materials and workmanship for a period of one (1) year following completion of the project.

18. NOTICE TO PROCEED

- 18.1 The Contractor shall not begin construction until receiving written "Notice to Proceed" from the Project Manager.

19. PURCHASING AGENT APPOINTMENT AND EXEMPT SALE CERTIFICATE

- 19.1 The Contractor performing work for Building Commission will be issued a Purchasing Agent Appointment and Exempt Sale Certificate signed by the Purchasing Agent.
- 19.2 It is to be used by the Contractor and his Subcontractors when purchasing tangible personal property to be actually incorporated into the contract work.
- 19.3 It does not apply to either:
1. The purchase of materials to be used but not incorporated into the contract work, including but limited to, form lumber, scaffolding, etc., or
 2. The purchase or rental of machinery, equipment or tools owned or leased by the Contractor or his subcontractors and used in performing the contract.
- 19.4 The contractor may reproduce copies of the original of the aforesaid document to furnish to his or his subcontractor's suppliers on each invoice or order.

19.5

The Contractor (or Subcontractor for the subcontractor's suppliers) shall enter the supplier's name and address, the date, the invoice or order number, a description of the items, and the amount in the spaces provided and shall sign the certificate on the line provided for the "Purchaser's Agent".

20. LIQUIDATED DAMAGES

20.1

If the Contractor fails to complete the Contract prior to the completion date, considering approved extensions of time, liquidated damages will be charged for each working day that the work remains incomplete.

20.2

Working days shall be considered any day except Saturday, Sunday, or County authorized holidays, which the contractor is not prevented by weather, soil conditions, or other conditions beyond the contractor's control, as determined by the County Project Manager, from proceeding with work to complete the contracted project.

20.3

The amount of liquidated damages will be deducted from the money due the Contractor prior to final payment or in the case where the remaining amount due the Contractor is less than the total amount of liquidated damages, the County shall have the right to recover the difference from the Contractor or his Surety.

20.4

Unless specifically amended or modified by the special provisions, the schedule below shall establish the daily amount of the liquidated damages:

BID AMOUNT:

<u>MORE THAN</u>	<u>UP TO AND INCLUDING</u>	<u>LIQUIDATED DAMAGES PER WORK DAY</u>
\$ 0	\$ 100,000	\$ 100
100,000	500,000	200
500,000	1,000,000	300
1,000,000	AND UP	400

20.5

The amounts set forth in the above schedule are not to be considered punitive, but rather predetermined and reasonable amounts to compensate for the detriment to the public and to defray expenses incurred by the County due to the delay in the completion of the project.

21. ASBESTOS

21.1

No materials whatsoever shall be utilized in the construction, reconstruction or remodeling which may contain asbestos as defined under Nebraska Asbestos Control Act, Article 71, Section 71-6301 through 71-6317 of the Revised State of Nebraska Code.

21.2

The removal of any asbestos containing material shall be in strict compliance with the said Nebraska Asbestos Control Act and appropriate Occupation Safety and Health Administration (OSHA) Regulations including but not limited to 29CFR, 1910-1200, 1926-58 and 1910-1001 and the Environmental Protection Agency, (EPA) NESHAPS Standard for Asbestos 40CFR 61 Subpart A and M covering emission standards, 42 USCA 7401-7642 - CLEAN AIR ACT, 40 CFR Part 763 Subpart G-Asbestos Abatement Projects, 40 CFR Part 763.120 Subpart G-Worker Protection Rule and such other local, state or federal applicable rules or regulations.

22. LAWS

22.1

The Laws of the State of Nebraska shall govern the rights, obligations, and remedies of the Parties under this proposal and any agreement reached as a result of this process.

INSURANCE CLAUSE

FOR ALL BUILDING COMMISSION CONTRACTS

The Contractor shall indemnify and save harmless, to the fullest extent allowed by law, the City of Lincoln and Lancaster County Public Building Commission ("COMMISSION", Nebraska from and against all losses, claims, damages and expenses, including attorney's fees, arising out of or resulting from the performance of the contract that results in bodily injury, sickness, disease, death or injury to or destruction of tangible property, including the loss of use resulting therefrom and is caused in whole or in part by the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable.

Contractor shall not commence work under this contract until he has obtained all insurance required under this Section and such insurance has been approved by COMMISSION, nor shall the Contractor allow any subcontractor to commence work on his subcontract until all similar insurance required of the subcontractor has been so obtained and approved.

- A. Workers' Compensation Insurance and Employer's Liability Insurance: The Contractor shall take out and maintain during the life of this contract the applicable statutory Worker's Compensation Insurance, and in the case of any work sublet, the Contractor shall require the subcontractor similarly to provide statutory Worker's Compensation Insurance for the latter's employees. Coverage shall be provided by an insurance company authorized to write such insurance in all states where the Contractor will have employees located in the performance of this contract, and the Contractor shall require each of his subcontractors similarly to maintain Employer's Liability Insurance similarly to the Contractor.

Workers' Compensation - Required limits:

Coverage A - Coverage will include Statutory requirements

Coverage B - Employers Liability

\$100,000 Each Person

\$100,000 Each Person by Disease

\$500,000 Policy Limit - Disease

- B. General Liability Insurance

1. The Contractor shall maintain during the life of this contract, Commercial General Liability Insurance, naming and protecting him and Lincoln/Lancaster County Building COMMISSION against claims for damages resulting from (a) bodily injury, including wrongful death, and (b) property damage which may arise from operations under this contract whether such operations be by himself or by any subcontractor or anyone directly or indirectly employed by either of them. The insurance requirements are:

Commercial General Liability (form CG0001 or equivalent) with limits of:

\$1,000,000 Each Occurrence

\$1,000,000 Personal Injury

\$2,000,000 Products/Completed Operations

\$2,000,000 General Aggregate

and:

1. Coverage shall include Contractual Liability coverage insuring the contractual exposure as addressed in this contract.
2. There shall be no exclusion or limitation for the Explosion (X), Collapse (C) and Underground (U) hazards.

3. Coverage shall also include Products/Completed Operations.
4. **The City of Lincoln, Lancaster County and City/County Public Building Commission shall be named as Additional insured (CG2010 or equivalent).**
5. The Commercial General Liability coverage shall be endorsed with the Designated Construction Project(s) General Aggregate Limit endorsement (CG 25 03 or equivalent).
6. **All projects involving Architecture / Project Managering shall have Professional Liability Insurance of not less than one million dollars (\$1,000,000) each claim and Annual Aggregate.**

- C. Automobile Liability Insurance: The Contractor shall take out and maintain during the life of the contract such Automobile Liability Insurance as shall protect him against claims for damages resulting from (a) bodily injury, including wrongful death, and (b) property damage which may arise from the operations of any owned, hired, or now-owned automobiles used by or for him in any capacity in connection with the carrying out of this contract. The minimum acceptable limits of liability to be provided by such Automobile Liability Insurance shall be as follows:

Bodily Injury and Property Damage	1,000,000 Combined Single Limit
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- D. Builder's Risk Insurance: **(For Building Construction Contracts Only)** Unless otherwise specified where buildings are to be constructed under this contract, the Contractor shall provide coverage for all direct physical loss (also known as "Special Causes of Loss"). Such insurance shall be written on a Replacement Cost basis covering such building in the amount equal to one-hundred percent (100%) of the contract amount (minimum) as specified herein. Losses, if any, shall be made payable to LINCOLN/LANCASTER CO. PUBLIC BUILDING COMMISSION and Contractor as their interest may appear. A certificate of insurance evidencing such insurance coverage shall be filed with COMMISSION by the time work on the building begins and such insurance shall be subjected to the approval of COMMISSION.
- E. Minimum Scope of Insurance: All Liability Insurance policies shall be written on an "Occurrence" basis only. All insurance coverage are to be placed with insurers authorized to do business in the State of Nebraska and must be placed with an insurer that has A.M. Best's Rating of no less than A:VII unless specific approval has been granted by COMMISSION.
- F. Certificate of Insurance: All Certificates of Insurance shall be filed with COMMISSION on the standard ACCORD CERTIFICATE OF INSURANCE form showing the specific limits of insurance, coverage modifications and endorsements required by the preceding Sections A, B, C, D and showing LANCASTER COMMISSION is an additional insured where required. Such certificate shall specifically state that insurance policies are to be endorsed to require the insurer to provide COMMISSION thirty days, notice of cancellation non-renewal or any material reduction of insurance coverage.

The original certificate shall be provided to Lincoln/Lancaster County Purchasing as designated and a copy to: Office of Risk Management, Lancaster County (555 So. 9th Street, Lincoln, NE 68508)

SPECIAL PROVISIONS FOR COUNTY-CITY PARKING GARAGE TRAFFIC SIGN STRUCTURES

GENERAL

These Special Provisions shall supplement the Standard Specifications for Municipal Construction of the Public Works Department of the City of Lincoln. Where conflicts arise between the Standard Specifications and these Special Provisions, these Special Provisions shall govern.

TRAFFIC CONTROL FOR CONSTRUCTION

Traffic Control Plan (TCP)

This plan may include traffic control devices in conformance with the City of Lincoln Traffic Control Guidelines for Street Construction, Maintenance and Utility Operations or Manual on Uniform Traffic Control Devices (MUTCD), but it must meet or exceed the standards presented in the City of Lincoln Traffic Control Guidelines.

The Traffic Control Plan (TCP) shall include either:

- A. A detailed drawing(s), showing all traffic control devices, or
- B. A reference to a standard drawing found in City of Lincoln Traffic Control Guidelines for Street Construction, Maintenance and Utility Operations or Manual on Uniform Traffic Control Devices (MUTCD), but it must meet or exceed the standards presented in the City of Lincoln Traffic Control Guidelines, provided the referenced standard drawing properly depicts the work area and completely addresses the needed traffic control.

The TCP will also consider, but will not necessarily be limited to, the following items:

1. Signing, Barricades, Drums, Cones, Dynamic Message Boards, and/or any other traffic control devices.
2. Worker protection/safety.
3. Minimizing delays and economic impacts to traffic.
4. Construction scheduling and hours of work.
5. Flagging.
6. Methods and devices for delineation and channelization.
7. Placement and design of barriers and barricades.
8. Storage of equipment and materials.

9. Removal of construction debris.
10. Length of time for lane closures.
11. Access for emergency vehicles.
12. Clear roadside recovery areas.
13. Movement of construction equipment.
14. Length of project under construction at any one time.
15. Methods of minimizing construction time consistent with safety.
16. Speed limits and enforcement.
17. Surveillance and inspection.
18. Modification of the above-noted items as well as any other related ones under conditions of darkness or inclement weather.
19. Pedestrian protection, including consideration for persons with disabilities.

Preparation

A complete TCP shall be prepared by a Traffic Control Supervisor.

Submission

The Contractor shall submit a TCP in writing and/or drawing form for the review by the Engineer one (1) week prior to proposed work beginning. No phase of construction shall commence until the TCP has been reviewed. The approved TCP shall not be revised without prior review of the Engineer. TCP revisions shall be submitted a minimum of seventy-two (72) hours (three City business days) prior to implementation.

Format

TCPs shall include detailed signing, barricading, and pedestrian protection information for each phase or stage of construction including as a minimum: type and number of devices, working hours, number and location of flaggers, and time restrictions, if any.

Availability

Copies of the reviewed TCPs shall be available on-site at all times; the Contractor shall provide copies to the Traffic Engineer, Project Manager, and Project Observer.

Beginning Work and Work Limits

The work shall not begin until the approvals have been given and the approved TCP is on the project site. Once the project has begun, the Traffic Control Supervisor must ensure that the plan is followed throughout the project.

The Contractor shall not exceed the work limits specified for each phase or stage of construction, unless approval to do so is granted by the Engineer.

Should the Contractor fail to maintain the work within the specified limits, the Engineer or the City Traffic Engineering Division shall direct that all operations be suspended until the work is returned to the specified limits. Any costs incurred

by the Contractor due to such suspension shall be at the Contractor's expense and no additional compensation or time extensions shall be made therefore.

Notification

The Contractor shall provide any changes or updated information to the Engineer on a daily basis.

Traffic Control Supervisor

Before work begins on a project, the TCP shall designate in writing a qualified person to be responsible for the traffic control on the project. This person shall be one who has been trained in accordance with traffic control principles and shall be known as the Traffic Control Supervisor. The TCP shall designate a Traffic Control Supervisor who shall perform the Traffic Control Management and shall be responsible for maintaining all Traffic Control Devices in compliance with the TCP.

Working Hours and Emergency Contact

The Traffic Control Supervisor shall be available on a twenty-four (24) hour per day basis while the work site has lane closures or the public is exposed to work areas. The Traffic Control Supervisor, or his representative as approved by the City, will be available on every working day and upon the request of the Engineer.

The contractor shall maintain a twenty-four (24) hour, seven (7) days a week (including weekends and holidays) emergency service to remove, install, relocate, and maintain warning devices. The permittee shall furnish to the City the name and telephone number of the Traffic Control Supervisor responsible for emergency service.

In the event the Traffic Control Supervisor does not respond within one (1) hour, or the City deems it necessary to call out other forces to accomplish emergency services, the contractor will be held responsible for the cost of such emergency services, without reimbursement.

Duties

The Traffic Control Supervisor duties shall include, but not be limited to:

1. Preparing, revising, and submitting the Traffic Control Plan as required.
2. Direct supervision of project flaggers.
3. Coordinating all Traffic Control operations, including those of permittee or permittee's contractor, subcontractors and/or suppliers.
4. Coordinating project activities with appropriate police and fire control agencies.
5. Maintaining a project Traffic Control diary which shall become a part of the project records.
6. Inspect all traffic control items prior to installation to insure that the materials meet the plan and specification requirements.

7. Inspect the installation of the items and make routine inspections, (at least twice each calendar day), of the traffic control devices to determine that they are being properly maintained and cleaned, if necessary. (By the Traffic Control Supervisor or his approved representative).
8. Insuring that Traffic Control Devices are functioning as required including periodic nighttime inspections.
9. To assure that proper maintenance is being performed on the traffic control devices. During these inspections, it is important that the contractor has covered or removed all traffic control devices that are no longer needed or are no longer applicable. More frequent inspections may be required during or following periods of inclement weather; if vandalism, etc. should become a problem; or at other times when more frequent inspections are warranted.
10. Will be responsible for advising the permittee or permittee's contractor of all deficiencies.
11. Shall report to the Engineer or the designated representative, in writing, all known traffic accidents, which occur on a project. The Traffic Control Supervisor shall, to the best of his/her ability, analyze the circumstances involved in the accident and advise the Engineer or the designated representative of recommended changes (if any) in the Traffic Control Plan. An effort will be made by the Engineer or the designated representative to obtain accident reports prepared by law enforcement officers having jurisdiction in the project area. This data will be utilized in evaluating the Traffic Control Plan.
12. Overseeing all requirements covered by the Traffic Control Plans, which contribute to the convenience, safety and orderly movement of traffic.
13. Keeping Engineer informed of the apparent adequacy and effectiveness of the traffic control items on the project.

Inspection of Traffic Control

Routine inspections of traffic control elements must be made to ensure acceptable levels of operation. Inspections will be performed by trained personnel and should be accomplished at a frequency corresponding to the magnitude of the:

1. utility activity,
2. traffic volumes, and
3. other contributing factors.

When the contractor fails to follow the approved traffic control plan, the Engineer or the designated representative will suspend the work until the required traffic control is in place.

General Construction Requirements

The Contractor shall take all necessary precautions for the protection of the work and the safety of the public. The initial placement, replacement, and removal of the lane dividers and other traffic control devices shall be done with extreme care and consideration for the traveling public. The Contractor shall install, maintain, and remove all traffic control devices in accordance with the details of and at the locations shown in the plans. The Contractor shall be alert at all times to any and all deficiencies in the placement and maintenance of any traffic control devices and shall take immediate action to correct any deficiencies.

No lane closures shall occur between the hours of 7:00 a.m. to 8:30 a.m. and 3:00 p.m. to 6:00 p.m. The Contractor shall maintain two through lanes each in direction at all times on "L" Street, "K" Street, and 10th Street.

Existing Traffic Control Devices

Prior to commencing work in the vicinity of any existing Traffic Control Devices, the Contractor shall coordinate with the City of Lincoln Public Works and Utilities Division in the removal of devices, which need to be removed or relocated to accommodate the work. The Contractor shall store all devices in a safe and secure manner throughout the period of work and assume responsibility for temporary devices if necessary. Existing traffic control devices shall not be removed without the Engineer's approval.

Upon completion of the work in the vicinity of the previously removed Traffic Control Devices, the Contractor shall reinstall the devices as directed by the City Traffic Engineering Division. Any Traffic Control Devices damaged during removal, relocation storage, or reinstallation shall be repaired or replaced by the Contractor at their expense.

The removal relocations, storage, and reinstallation of existing devices shall not be paid for separately, but shall be considered as incidental to the project.

Spare Equipment and parts

The Contractor shall maintain a stock of spare lights, signs, devices, and repair parts at the project site for immediate emergency replacement or repairs.

Visibility

The Contractor shall position vehicles, equipment, and materials to insure that the complete visibility of signs, barricades, and other warning devices is maintained at all times.

All lights shall be turned on from sunset to sunrise or when visibility is less than ¼ mile. Lenses shall be kept clean, and light intensity shall be such that the device is visible for at least 1,000 feet in all conditions.

Flaggers

It shall be the responsibility of the Contractor to furnish flagger(s) to direct traffic when construction activity occurs on or adjacent to a surface being used by the traveling public.

Flaggers shall be competent personnel, adequately trained in flagging procedures, and equipped with proper safety devices and equipment, including, but not limited to, safety vests and stop/slow paddles in accordance with the requirements of the plans and specifications. Advanced warning signs shall be installed. Flaggers shall position themselves appropriately and according to accepted flagging procedures.

Access to Adjacent Properties

The Contractor shall maintain unrestricted left-turn lanes with a minimum length of 25 feet at all times for all of the entrances to the County-City Parking Garage.

Method of Measurement of Basis of Payment***Lump Sum Bid Item***

Payment for Traffic Control and Work Zone Safety items shall be made under the lump sum pay item for "Traffic Control for Construction." When Traffic Control is shown as a Lump Sum item in the bid schedule, it shall be the responsibility of the Contractor to determine the Traffic Control needs for the project, including all devices and personnel, and to develop the bid amount accordingly. This payment includes set-up, maintenance, removal, and any traffic control devices. Payment shall be made as a percentage of the Traffic Control Lump Sum amount equal to the percent-complete-to-date of the balance of the total contract amount less any previous payments for Traffic Control. In no case shall the total amount paid for Traffic Control exceed the Lump Sum shown in the bid schedule. Payment is full compensation for all work prescribed in this Section.

Non-Compliance

Failure to comply with any of the requirements for safety and traffic control of this contract shall result in suspension of work and/or Payment Reduction for Non-Compliance.

1. The Contractor may be given notice, either written or verbal, of failure to install, replace, remove, or maintain a traffic control device.
2. Upon notification by the Engineer, the Contractor shall respond to any site within 1 hour and take immediate steps to correct the deficiency.
3. If corrective action is not taken by the Contractor within 1 hour of the initial notice, the Engineer shall make no payment for any traffic control devices for that day.

4. If corrective action is not taken within 1 hour, a written notice of action to be taken shall be given to the Contractor or person designated for work zone traffic control.
5. Failure to install, replace, remove, or maintain a device within 2 hours of the initial notice may result in no payment being made for any traffic protective devices on the project for that day and on subsequent days until the requested installation, replacement, removal or maintenance is performed. The Engineer may also suspend all other work until the problem is corrected.

The Engineer may elect at any time to correct a traffic control deficiency and bill the Contractor for all costs necessary to correct the problem

The Contractor shall immediately notify the Engineer of any hazard or changed roadway condition that is not identified in the plans.

Any action on the part of the Contractor which results in non-compliance with the reviewed TCP and/or the requirements of this section may be cause for reduction in payment. Non-compliance shall include failure to have the TCP on the job site at all times when in effect and failure to be able to produce the TCP upon request by any employee of the Public Works and Utilities Department.

The payment shall be reduced by the following method:

Lump Sum Bid Item

The payment shall be reduced by an amount equal to the Traffic Control Lump Sum amount divided by the total number of contract days as stated in the bid documents multiplied by the number of days when the Contractor is not in compliance with the reviewed TCP and/or the requirements of this section. In no case shall the amount of the reduction in payment per day be less than one (1) percent of the total contract amount for Traffic Control for Construction.

CANTILEVER SIGN STRUCTURES

The Contractor shall pick up the City-supplied sign structures for poles #1 and #2, including arms, signs, and anchor bolts at 901 North 6th Street. The Contractor shall pick up City-supplied sign structures for pole #3, including arms, signs, and anchor bolts near the Rifle Range on North 10th Street, south of Military Road. The Contractor shall install the cantilever sign structures, including sign poles, arms and signs, on Contractor-supplied foundations. The foundations shall be F-8 foundations per the details and dimensions shown on the project plans and in conformance with the City of Lincoln Standard Specifications. The Contractor shall verify foundation and sign base details, including anchor bolt sizes and circles with templates, prior to constructing.

METHOD OF MEASUREMENT AND BASIS OF PAYMENT

Sign structures, complete, in place and accepted by the Engineer, will be measured for payment as lump sum. Payment shall be made under the lump sum pay item for "Install Cantilever Sign Structures."

This price shall be full compensation for all excavation, picking up City-supplied sign structures and materials, installing and assembling the structures, including the signs, mast arms and poles, constructing foundations, including reinforcing steel, concrete, conduit, and ground rods, and for all labor, equipment, tools, materials and incidentals necessary to complete the work.

COORDINATION

The Contractor shall contact the City of Lincoln Traffic Signal Shop at 441-7357 prior to picking up the traffic sign poles.

MOBILIZATION

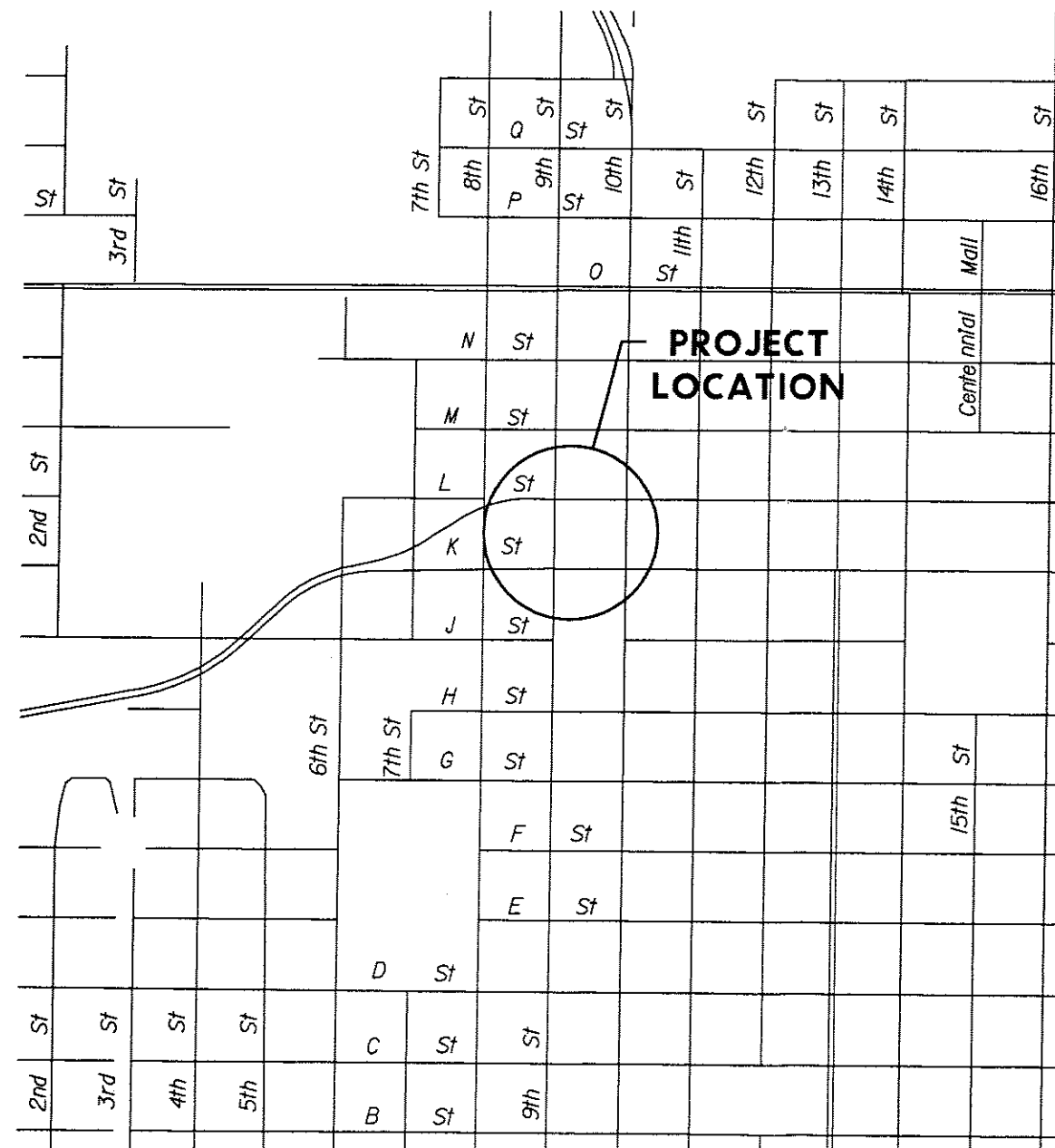
Mobilization shall be a non-payment item. Any preparatory work including staking, movement of personnel, equipment, sign structures, and supplies to the project site, and all work and operations performed prior to commencing work shall be considered subsidiary to the "Install Cantilever Sign Structure". The Contractor shall include all expected costs for staking, movement of the sign structures, equipment and material necessary to prosecute the work to completion under that lump sum pay item. Additional payments will not be made.

CONSTRUCTION STAKING

The Contractor shall provide construction staking for the sign poles. This is a non-payment item.

The Contractor shall satisfy himself/herself as to the accuracy of all measurements before constructing any improvements. The contractor shall call for utility locates before digging, and shall notify the engineer at 477 4240 of any conflicts. The Contractor shall be responsible for the preservation of all stakes and shall be responsible for any necessary re-staking of destroyed or disturbed stakes.

04-062 #1



SCHEDULE OF APPROXIMATE QUANTITIES		
Item Description	Unit	Quantity
INSTALL CANTILEVER SIGN STRUCTURE - K STREET	LS	1
INSTALL CANTILEVER SIGN STRUCTURE - L STREET	LS	1
INSTALL CANTILEVER SIGN STRUCTURE - 10th STREET	LS	1
TRAFFIC CONTROL FOR CONSTRUCTION	LS	1

1 COVER SHEET
2 SIGN DETAILS
3 CONSTRUCTION PLAN
4 FOUNDATION DETAILS

GENERAL NOTES
ALL COORDINATES ARE ON THE CITY OF
LINCOLN'S COORDINATE SYSTEM.

KM# 0312244



**KIRKHAM
MICHAEL**

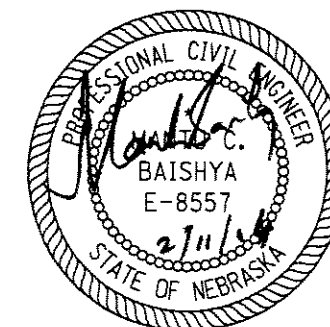
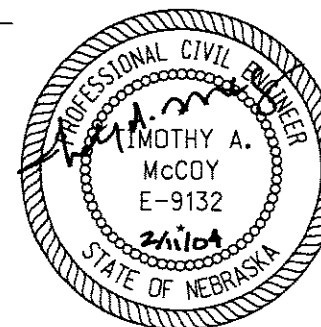
411 SOUTH 13TH STREET, SUITE 101, P.O. BOX 83328, LINCOLN, NEBRASKA 68514
VOICE (402) 477-4240 FAX (402) 477-4268

Traffic Sign Structures
Cover Sheet

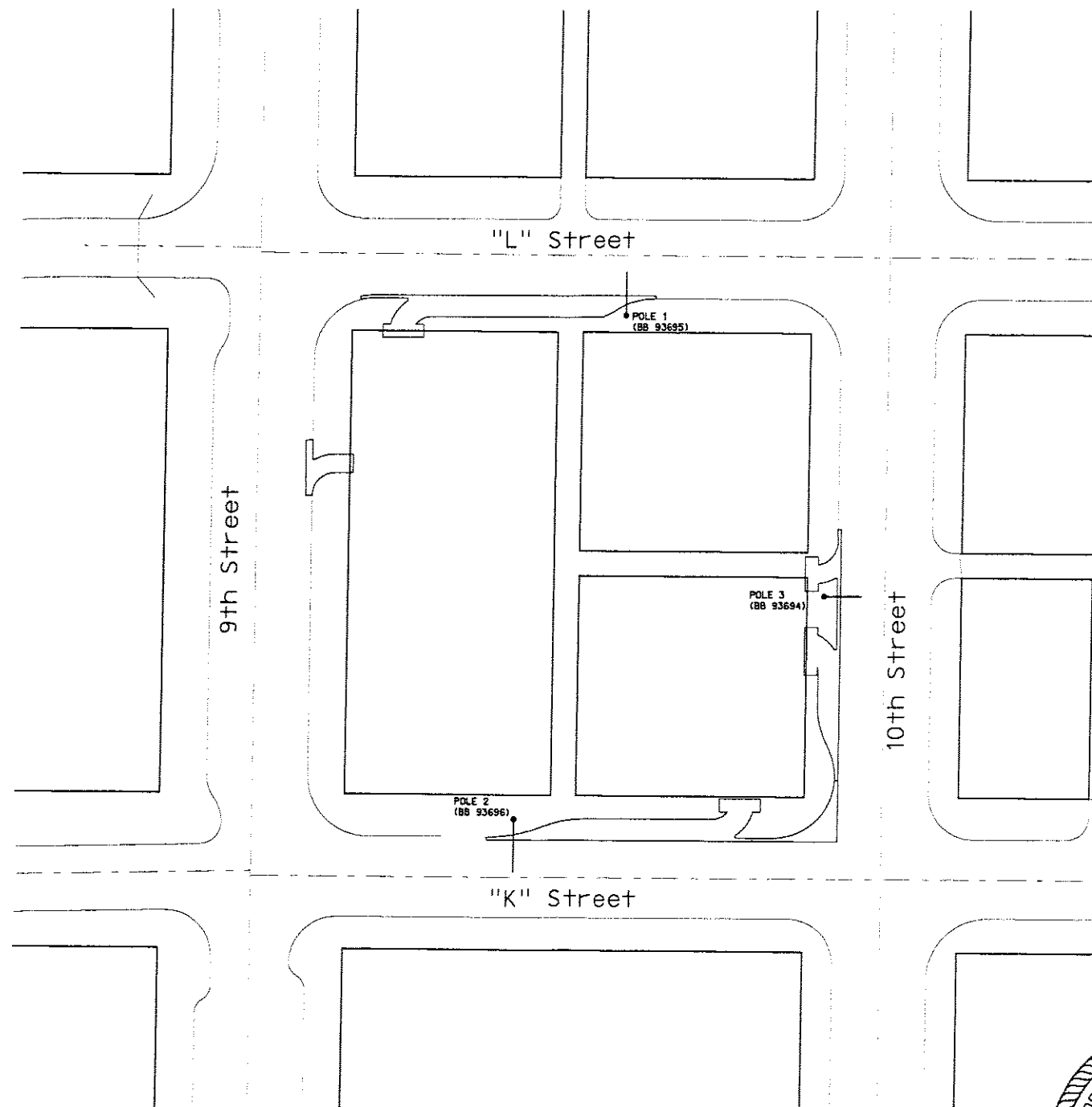
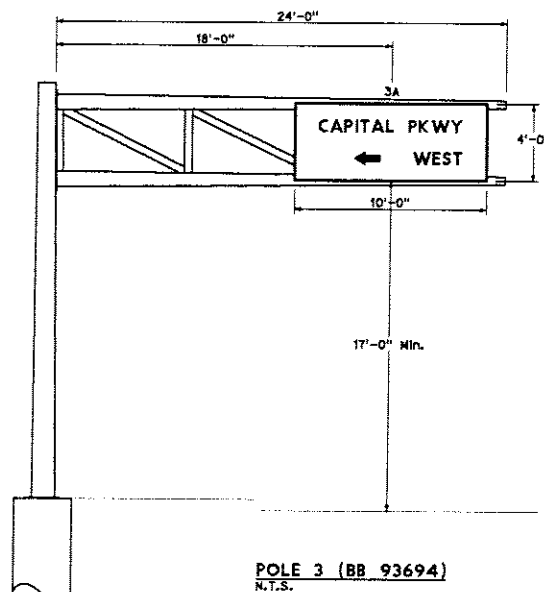
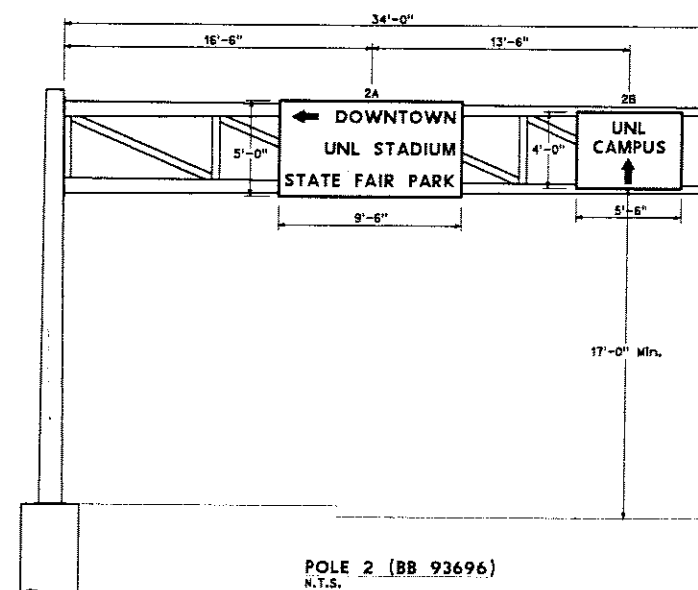
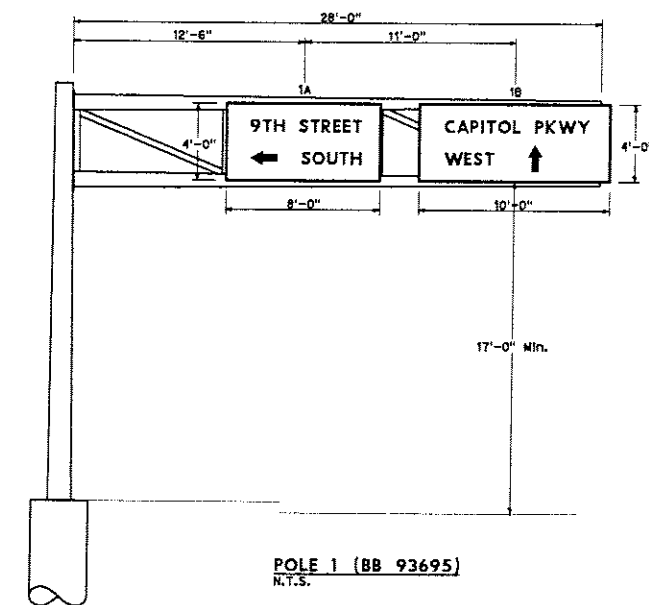
CITY OF LINCOLN, NEBRASKA

DATE	12/2003	SCALE	1"=100'
NO. SHEETS	DRAWN KM	CHECKED KM	SHEET NO.

DRAWING No.

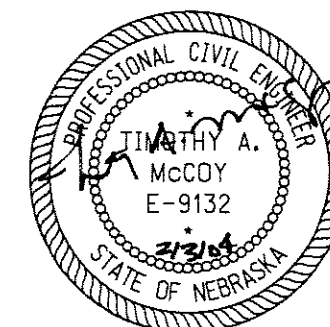


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NOTES:

1. OVERHEAD CANTILEVER SIGN STRUCTURES AND SIGNS SHALL BE PICKED UP BY THE CONTRACTOR AT 901 NO. 6TH STREET (SIGNS 1 & 2) AND W/S 10TH STREET S/O MILITARY (SIGN 3).
2. THE CITY SHALL FURNISH THE ANCHOR BOLTS FOR THE FOUNDATIONS AND BOLTS, NUTS AND WASHERS TO CONNECT THE MAST ARMS TO THE SHAFTS. THE CONTRACTOR SHALL FURNISH ALL OTHER HARDWARE REQUIRED TO COMPLETE THE FOUNDATIONS AND POLE INSTALLATIONS.
3. CARE SHALL BE EXERCISED WHILE PERFORMING WORK NEAR EXISTING UNDERGROUND UTILITIES TO PRECLUDE THE POSSIBILITY OF DAMAGE. IT WILL BE THE CONTRACTOR'S RESPONSIBILITY TO VERIFY THE LOCATION OF EXISTING UTILITIES, AND OTHER OBSTRUCTIONS BEFORE BEGINNING WORK.
4. IF FIELD CONDITIONS REQUIRE ADJUSTMENTS IN FOOTING LOCATIONS, THE CONTRACTOR MAY DO SO WITH THE APPROVAL OF THE PROJECT ENGINEER.
5. ALL POLES REQUIRE F-8 FOUNDATIONS, SEE SHEET 4 FOR FOUNDATION DETAILS AND ANCHOR BOLT INFORMATION.

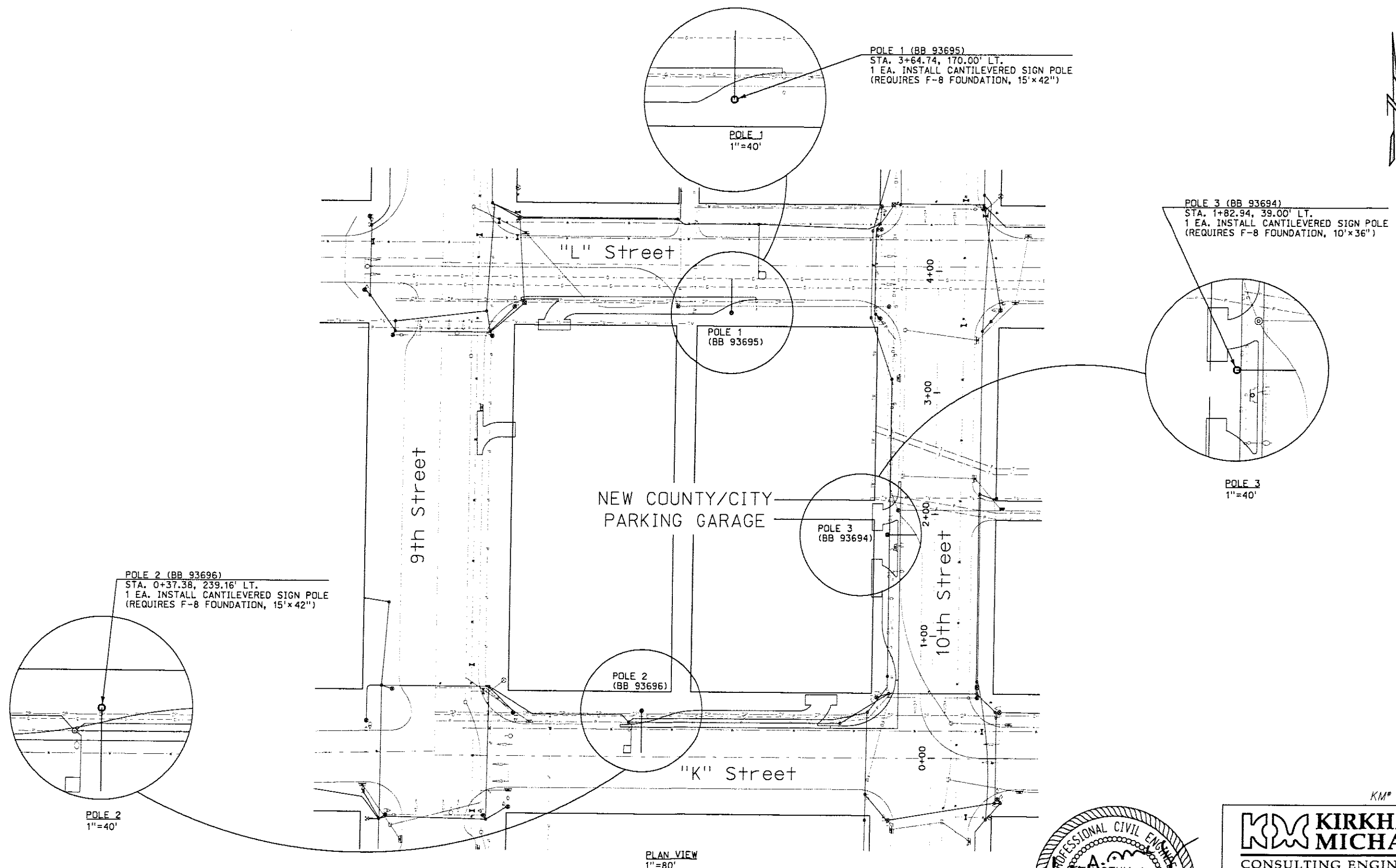


DIAL 1 (800) 331-5666 BEFORE YOU DIG,
FOR ALL UNDERGROUND UTILITY LOCATIONS

KM# 0312244

KIRKHAM MICHAEL	
CONSULTING ENGINEERS	
410 SOUTH 13th STREET, SUITE 101, P.O. BOX 83328, LINCOLN, NEBRASKA 68514	
VOICE (402) 477-4240 FAX (402) 477-4268	
Traffic Sign Structures Sign Details	
CITY OF LINCOLN, NEBRASKA OFFICE OF THE CITY ENGINEER	
DATE 12/2003	SCALE 1"=100'
NO. SHEETS DRAWN KM	CHECKED KM
APPROVED	2
DRAWING No.	

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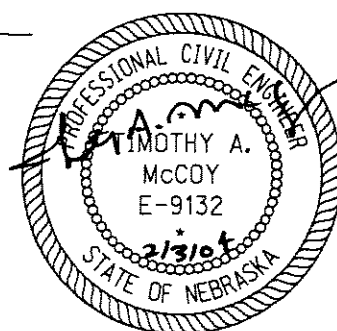


POLE 1 (BB 93695)
STA. 3+64.74, 170.00' LT.
1 EA. INSTALL CANTILEVERED SIGN POLE
(REQUIRES F-8 FOUNDATION, 15'x42")

POLE 3 (BB 93694)
STA. 1+82.94, 39.00' LT.
1 EA. INSTALL CANTILEVERED SIGN POLE
(REQUIRES F-8 FOUNDATION, 10'x36")

POLE 2 (BB 93696)
STA. 0+37.38, 239.16' LT.
1 EA. INSTALL CANTILEVERED SIGN POLE
(REQUIRES F-8 FOUNDATION, 15'x42")

PLAN VIEW
1"=80'



KM# 0312244

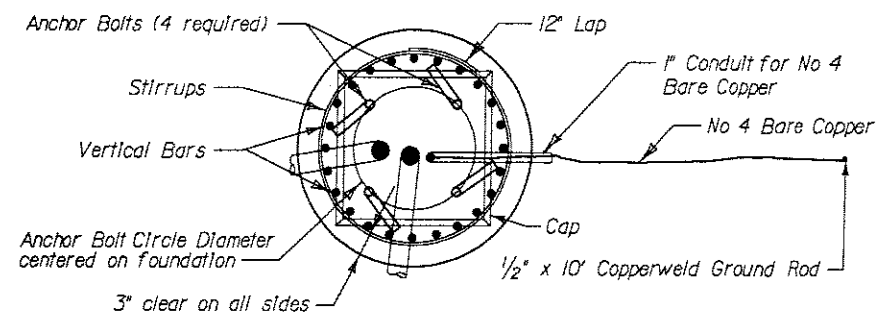
KIRKHAM MICHAEL
CONSULTING ENGINEERS
40 SOUTH 13TH STREET, SUITE 100, P.O. BOX 83328, LINCOLN, NEBRASKA 68514
VOICE (402) 477-4240 FAX (402) 477-4268

*Traffic Sign Structures
Construction Plans*

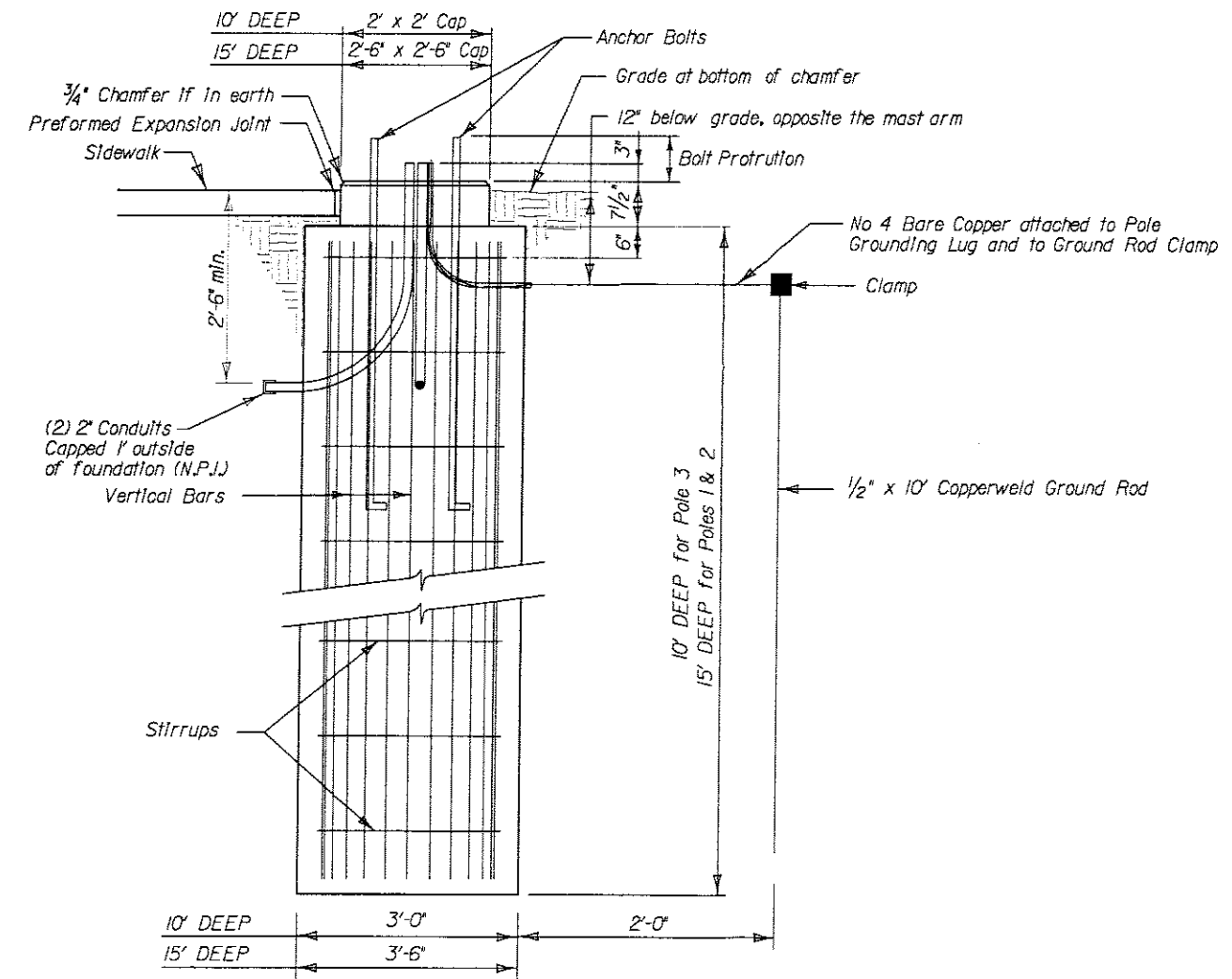
CITY OF LINCOLN, NEBRASKA
OFFICE OF THE CITY ENGINEER

DATE	12/2003	SCALE	AS SHOWN
NO. SHEETS	DRAWN KM	CHECKED KM	SHEET NO. 3
APPROVED			
DRAWING No.			

DIAL 1 (800) 331-5666 BEFORE YOU DIG,
FOR ALL UNDERGROUND UTILITY LOCATIONS



TOP VIEW



SIDE VIEW

F-8 FOUNDATION

F-8 REINFORCING STEEL

All steel to be a minimum of 3" from edge of foundation.

Poles 1 & 2 (24) 14'-4" of No 7 Vertical Bars for 15'-0" DEEP
Pole 3 (8) 9'-4" of No 5 Vertical Bars for 10'-0" DEEP

Poles 1 & 2 (10) No 4 Stirrups at 1'-6" centers for 15'-0" DEEP
Pole 3 (10) No 5 Stirrups at 1'-0" centers for 10'-0" DEEP

ANCHOR BOLT INFORMATION			
	Pole #1	Pole #2	Pole #3
ARM NUMBER	BB93695	BB93696	BB93694
ARM LENGTHS	28'	34'	24
ANCHOR BOLT SIZE	1 1/2"x54"x6'	1 1/2"x54"x6'	1 1/4"x48"x6'
BOLT CIRCLE	16 1/2"	20"	16"
ANCHOR BOLT YIELD STRENGTH	75Ksi	75Ksi	55Ksi
FOUNDATION DIAMETER	42"	42"	36"
FOUNDATION DEPTH	15'	15'	10'



KM# 0312244

KIRKHAM MICHAEL
CONSULTING ENGINEERS
48 SOUTH 13TH STREET, SUITE 101, P.O. BOX 83328, LINCOLN, NEBRASKA 6854
VOICE (402) 477-4240 FAX (402) 477-4268

*Traffic Sign Structures
Foundation Details*

CITY OF LINCOLN, NEBRASKA
OFFICE OF THE CITY ENGINEER

DATE	12/2003	SCALE	NO SCALE
NO. SHEETS	DRAWN KM	CHECKED KM	SHEET NO. 4
APPROVED			
DRAWING No.			

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